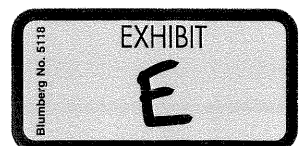


EXHIBIT A

Engagement Letter



MAY-1-2006 09:12P FROM:

TO:13129206766

P:1/3

Riscuity
1600 Terrill Mill Road
Suite B
Marietta, GA 30067
Phone: (678) 564-3300
Fax: (678) 564-3399

May 1, 2006

TO: David L. Hartsell
FROM: Bonnie Corales
FAX NO.: 312.920.6766

**PAGES INCLUDING
COVER SHEET:**

3

David:

Please find signed engagement letter in Kim v. Riscuity. Thank you.

Bonnie

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TO: 13129206766

P:2/3

McGuireWoods LLP
77 West Wacker Drive
Suite 4100
Chicago, IL 60601-1815
Phone: 312.449.8100
Fax: 312.449.3890
www.mcguirowoods.com

David L. Hartell
Direct: 312.750.8896

McGUIREWOODS

djhartell@mcguirowoods.com
Direct Fax: 312.920.6766

April 19, 2006

BY E-MAIL

Ms. Bonnie Corales
General Counsel
Riscuity, Inc.
1800 Terrell Mill Road, Zone J
Marietta, Georgia 30067

**Re: Kim v. Riscuity, Inc.
Case No. 06-CV-1585
USDC - Northern District of Illinois**

Dear Bonnie:

Thank you for asking us to represent Riscuity, Inc. in connection with the above-referenced matter. This letter sets forth our proposed terms of engagement.

1. **Nature of Services.** You have asked us to defend Riscuity, Inc. in the above-referenced matter. Our first step will be to attempt to settle the case on acceptable terms and, if not, to file the appropriate responsive pleading and work with you to develop an appropriate strategy for the successful resolution of this case.
2. **Fees.** We bill on an hourly basis. Our hourly rates vary depending on the experience and expertise of the attorneys involved and are revised annually. My current rate is \$440/hour; the hourly rates of other attorneys who may work on your matter range from \$225/hour to \$355/hour. While I will have overall responsibility for this matter, we will make every effort to manage the litigation in the most cost-effective manner.
3. **Expenses.** In addition to fees, you will be charged for all costs associated with the services rendered, including, but not limited to: copying charges; telephone and fax charges; delivery, Federal Express and courier charges; computerized research (including WESTLAW and LEXIS); and travel expenses (where necessary). Although we will advance most of these costs on your behalf, we may ask you to pay certain expenses directly.
4. **Billing.** We will bill you on a monthly basis for all fees and expenses, which bill shall be payable upon presentation. Additionally, it is specifically understood between

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TO: 13129206766

P: 3/3

April 19, 2006
Page 2

you and our Firm that, subject to general standards of professional responsibility, our Firm will have the right to terminate our representation of you if our fees or expenses are not paid in a timely manner. If our Firm exercises this right, you shall be liable for all fees and expenses incurred to the date of termination.

5. **Retainer.** Our Firm's policies require that we obtain an appropriate retainer from you in the amount of \$5000.00, which is due immediately. This retainer is refundable, to the extent not used, at the conclusion of our engagement. We will not pay our fees and expenses out of this retainer; rather, the retainer shall serve as a security deposit to secure our future services. However, if any statement is not paid within thirty days after issuance, we shall have the right to apply the retainer toward the payment of that statement and any other outstanding amounts due. Further, if the retainer is exhausted and is not restored to a mutually acceptable level, or if any statement is not paid in full within thirty days from date of issuance, then we shall have the right to cease all work and move to withdraw as your counsel.

If the foregoing arrangement meets with your approval, please sign below as provided and return one executed original to me, along with the \$5000.00 retainer. We look forward to working with you and being of service.

Sincerely,


David L. Bartsell

The above-described terms of engagement are hereby accepted and agreed to this 30th day of April 2006.


Bonnie Corales
On Behalf of Riscuity, Inc.